

KING COUNTY GIS CENTER

CLIENT SERVICES STANDARD TERMS AND CONDITIONS

SERVICES TO BE PROVIDED: Services to be provided will be specified fully on the King County GIS Center Project Request and Tracking Form. The Project Request and Tracking Form will also indicate the estimated cost. Work will commence only after both the service specification and the cost estimate, as described on the KCGIS Center Project Request and Tracking Form, have been agreed to and approved by the client. Costs resulting from changes to the service specification requested by the client that exceed the original cost estimate will be billed at standard published rates.

WARRANTY: King County GIS Center has resources and staff with the necessary knowledge, skills, and abilities to provide the services and products offered. KCGIS Center staff will follow the standards published in *Best Practices For GIS Within King County* (<http://www.metrokc.gov/gis/kb/Content/BestPractices.htm>) in completion of this work. Notwithstanding this, all deliverable items and services will be provided "as-is," without a guarantee or warranty of any kind, either expressed or implied. THE CLIENT UNDERSTANDS AND AGREES THAT THE PRODUCTS AND/OR SERVICES TO BE PROVIDED AS DESCRIBED BY THE PROJECT REQUEST AND TRACKING FORM ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. The client shall be solely responsible for the selection, use, and modification of any services or products provided, in whole or in part, and King County GIS Center shall have no liability thereof.

LIMITATION OF LIABILITY: King County GIS Center shall not be liable for any direct, indirect, special, or consequential damages which may arise from its performance under this agreement. KCGIS Center's liability shall in no event exceed the amount actually paid by the client for the specific services or products provided.

PAYMENT: King County GIS Center services are provided on a time and material basis, with costs estimated on the Project Request and Tracking Form. KCGIS Center reserves the right to renegotiate the not-to-exceed hours limit if the client changes the project requirements, or if the original labor estimate is incorrect. Labor is billed according to the published price for actual hours worked. Costs for printing and plotting services are billed according to KCGIS Center published prices. Other costs, including, but not limited to, travel, special software, custom data, etc., will be invoiced at actual cost. If a project is cancelled by the client before completion, the client will be invoiced for all KCGIS Center time and material expended before notice of cancellation was received. The client will be invoiced on a monthly basis for work completed during the previous month. Payment terms are fifteen (15) days from invoice date. Balances past due 30 days incur 1% monthly interest. Payment shall be made to the address identified on the KCGIS Center invoice.

KCGIS Center reserves the right to change the published labor and printing prices at the beginning of each calendar year, or upon advance notice if costs change significantly at other times.

TAXES: Costs for staff time and material are quoted exclusive of any state sales tax or other local taxes. Any taxes due will be added to the invoice for payment by the client.

CUSTOM APPLICATION DEVELOPMENT: King County GIS Center retains full rights to use any custom computer programs, application development methods, designs, or techniques that it develops or acquires in the performance of this work.

CUSTOM DATA DEVELOPMENT: Custom data developed for a project will belong to the customer and will be used by KCGIS only with permission.

NOTE: King County GIS Center may include client names and work samples in future informational material, unless requested otherwise by client.